

KELLEY DRYE & WARREN LLP

Mr. William Maher, Chief, Wireline Competition Bureau

Ms. Tamara L. Preiss, Chief, Pricing Policy Division, Wireline Competition Bureau

Mr. Charles W. Kelley, Chief, Investigations & Hearings Division, Enforcement Bureau

August 29, 2002

**Attachment C**

**DOCKET NO. 2001-209-C**

**DIRECT TESTIMONY OF**

**On behalf of**

**July 9, 2001**

1    **Q.     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE**  
2       **RECORD.**

3    **A.     My name is Jerry Willis. My business address is NuVox Communications, Inc.,**  
4       **301 North Main Street, Greenville, South Carolina 29601.**

5  
6    **Q.     WHAT IS NUVOX COMMUNICATIONS?**

7    **A.     NuVox Communications, Inc. ("NuVox") is a facilities-based integrated**  
8       **communications and applications services provider focusing on small and**  
9       **medium-sized businesses. The company is the result of the November 1, 2000**  
10      **merger of Gabriel Communications, Inc. ("Gabriel"), a Competitive Local**  
11      **Exchange Carrier ("CLEC") headquartered in St. Louis, Missouri and Trivergent**  
12      **Communications, Inc. ("TriVergent"), headquartered in Greenville, South**  
13      **Carolina.**

14  
15      TriVergent was founded in November of 1997 and began offering local and long  
16      distance telecommunications services via resale to residential and small business  
17      customers in South Carolina in May of 1998. In May of 1999, we began the  
18      process of deploying our own switching facilities for the migration of our  
19      customer base onto these facilities.

20  
21      Following the completion of the merger between Gabriel and Trivergent, the  
22      combined company chose NuVox Communications as its new operating name.  
23      The Southeastern headquarters for the company are located in Greenville, South  
24      Carolina. NuVox currently employs approximately 1100 employees.

25  
26      NuVox currently provides local and long distance voice services, dedicated high  
27      speed Internet access, digital subscriber line access, and web hosting services to

1 business and residential customers in 30 markets in 13 states across the Southeast  
2 and Midwest.

3  
4 **Q. ON WHOSE BEHALF ARE YOU FILING THIS TESTIMONY?**

5 **A.** NuVox Communications.

6  
7 **Q. PLEASE STATE YOUR OCCUPATION, BACKGROUND AND WORK**  
8 **EXPERIENCE.**

9 **A.** I have over thirty-five (35) years of experience in the telecommunications  
10 business and have worked with Competitive Local Exchange Carriers ("CLECs"),  
11 Incumbent Local Exchange Carriers ("ILECs"), Interexchange Carriers ("IXCs")  
12 and consulting firms. I currently serve as the Senior Director Network  
13 Development for NuVox. My responsibilities include implementation of  
14 switches, collocations, engineering, power and other elements needed to build the  
15 company's telecommunications network. In this capacity I have directed company  
16 and vendor employees in equipment installation and testing of sixty-one  
17 collocations, completing all sites in three months for an average of one site  
18 completion per day. I have been employed by NuVox since May of last year.

19  
20 Prior to joining NuVox, in 1998 I co-founded and served as President of  
21 Telecomm Services Group, a consulting company providing professional and  
22 technical services to telecommunications service providers including process

1 development and project management services for implementation of OSS  
2 systems.

3  
4 From January of 1997 to November of 1998 I was Director, Network Services for  
5 IXC Communications, an interexchange carrier located in Austin, Texas. In that  
6 capacity I was responsible for circuit design, provisioning and OSS selection and  
7 implementation.

8  
9 From March of 1996 to January of 1997 I was the Director of Provisioning for  
10 McLeod USA, a CLEC headquartered in Cedar Rapids, Iowa. As Director of  
11 Provisioning I was charged with designing and implementing new customer  
12 services for an eight state area.

13  
14 Prior to McLeod USA, I served as Director of International Business  
15 Development with Corporate Telemanagement Group, Inc. ("CTG") and was  
16 responsible for identifying and developing new business opportunities as well as  
17 recruiting and managing in-country agents.

18  
19 Prior to working with CTG, from October of 1986 until January of 1991, I was  
20 employed with Telecom USA as Network Director. During this time I managed  
21 groups responsible for network assignment, utilization and configuration  
22 including facility and circuit engineering, provisioning and implementation of

1 customer ordered services. I also planned and developed network facility  
2 administration, provisioning, and circuit design groups.

3  
4 From 1970 until 1986 I was employed by Contel, an ILEC headquartered in St.  
5 Louis, MO. While with Contel I served in various capacities, including stints as  
6 Special Services Technician, Division Transmission Engineer, District  
7 Superintendent, Division Planning Engineer and Manager, Proposal and Contract  
8 Development. Prior to joining Contel, I served from 1965 until 1970 as a  
9 technician with the Bell System.

10  
11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 A. The purpose of my testimony is to explain that BellSouth fails to meet *Checklist*  
13 *Item 1* which requires all Regional Bell Operating Companies ("RBOCs") seeking  
14 in-region interLATA authority- including BellSouth - to demonstrate that these  
15 companies offer interconnection in accordance with the requirements of sections  
16 251(c)(2) and 252(d)(1) of the Telecommunications Act of 1996 ("96 Act"). In  
17 particular, BellSouth fails to provide to NuVox interconnection at prices that  
18 comport with the pricing standards of Section 252(d)(1) of the '96 Act. Section  
19 252(d)(1)(A)(i) provides that interconnection and network element charges shall  
20 be "based on cost (determined without reference to a rate-of-return or other rate-  
21 based proceeding) of providing the interconnection or network element  
22 (whichever is applicable)."

1    **Q:    HOW HAS THE FCC IMPLEMENTED SECTION 252(D)(1) OF THE '96**  
2       **ACT?**

3    A:    In its first *Local Competition Order*<sup>1</sup>, the FCC determined that this meant that  
4       pricing for interconnection and network elements must be based on the TELRIC  
5       methodology.

6  
7    **Q:    DOES BELL SOUTH CHARGE NUVOX RATES CONSISTENT WITH**  
8       **THE COST-BASED STANDARDS ESTABLISHED BY THE '96 ACT AND**  
9       **THE FCC?**

10   A:    No. BellSouth's charges for trunks and facilities used for interconnection, as well  
11       as for local connection to NuVox's customers, fail in practice to meet the required  
12       costing standards. Although BellSouth has entered into interconnection  
13       agreements with NuVox and other CLECs that require BellSouth to provide  
14       interconnection at cost-based rates, *in practice* BellSouth has not charged those  
15       cost-based rates included in the NuVox – BellSouth Interconnection Agreement  
16       ("Interconnection Agreement"). Instead, BellSouth has charged NuVox much  
17       higher tariffed access rates for interconnection trunks and facilities. Indeed,  
18       NuVox's experience shows that BellSouth consistently charges tariffed access

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<sup>1</sup> *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 15509, para. 12 (1996) (*Local Competition Order*), *aff'd in part and vacated in part sub nom., Competitive Telecommunications Ass'n v. FCC*, 117 F.3d 1068 (8<sup>th</sup> Cir. 1997) (*CompTel v. FCC*) and *Iowa Utils. Bd. v. FCC*, 120 F.3d 753 (8<sup>th</sup> Cir. 1997) (*Iowa Utils. Bd. v. FCC*), *aff'd in part and remanded, AT&T v. Iowa Utils. Bd.*, 119 S. Ct. 721 (1999); Order on Reconsideration, 11 FCC Rcd 13042 (1996), Second Order on Reconsideration, 11 FCC Rcd 19738 (1996), Third Order on Reconsideration and Further Notice of Proposed Rulemaking, 12 FCC Rcd 12460 (1997), further recons. pending.

1 rates for interconnection trunks and facilities, rather than the cost-based rates  
2 NuVox is entitled to under the FCC's rules and its Interconnection Agreement.  
3

4 **Q. UNDER WHAT CIRCUMSTANCES DOES NUVOX ORDER SERVICES**  
5 **THROUGH THE THROUGH THE ACCESS SERVICES REQUEST**  
6 **("ASR") PROCESS RATHER THAN THE NUVOX -BELLSOUTH**  
7 **INTERCONNECTION AGREEMENT?**

8 A. BellSouth requires NuVox to order interconnection trunks and facilities and local  
9 facilities to its customers through the access service request ("ASR") process.  
10 Once interconnection orders are placed via the ASR, BellSouth cannot distinguish  
11 them from orders for switched or special access. Thus, despite having agreed to  
12 Interconnection Agreement terms with NuVox that provide for interconnection  
13 trunks and facilities at state commission approved cost-based TELRIC rates (*i.e.*,  
14 UNE rates), BellSouth has charged NuVox special access rates. This practice is in  
15 violation of Section 252(d)(2) of the '96 Act and of the FCC's pricing rules set  
16 forth in the *Local Competition Order*.  
17

18 **Q. DOES THE FACT THAT NUVOX OPERATES AS BOTH A LOCAL**  
19 **EXCHANGE CARRIER AND AN INTEREXCHANGE CARRIER ALTER**  
20 **BELLSOUTH'S OBLIGATION TO PROVIDE INTERCONNECTION AT**  
21 **COST BASED (TELRIC) RATES?**

22 A. The '96 Act and the FCC's pricing rules are clear: interconnection must be  
23 provided at cost-based (TELRIC) rates. Special or switched access rates clearly



1 do not meet this standard. BellSouth may claim that it is obligated to provide  
2 interconnection only for local traffic and therefore it is entitled to charge access  
3 rates for interconnection trunks and facilities for interexchange traffic. This  
4 “defense”, however, already has been squarely rejected by the FCC. In its *Local*  
5 *Competition Order*, the FCC concluded that a requesting carrier is entitled to  
6 Section 251(c)(2) cost-based interconnection for the transmission and routing of  
7 both telephone exchange service (local) and exchange access (interexchange)  
8 traffic. Thus, a CLEC, like NuVox, that also functions as an IXC is entitled  
9 “under the statute to obtain interconnection pursuant to section 251(c)(2) for the  
10 ‘transmission and routing of telephone exchange service and exchange access.’”  
11 *Local Competition Order* at Paragraph 190. Indeed, the FCC further nullified the  
12 point of view that cost-based interconnection is only for local traffic by  
13 determining that “parties offering only exchange access are permitted to seek  
14 interconnection pursuant to section 251(c)(2).” *Local Competition Order* at  
15 Paragraph 185.

16  
17 **Q: WHEN IS A REQUESTING CARRIER NOT ENTITLED TO COST**  
18 **BASED RATES FOR INTERCONNECTION?**

19 A: The only instance under the '96 Act and the FCC's rules where a  
20 requesting carrier is *not* entitled to cost-based interconnection is where the  
21 requesting carrier is *exclusively an IXC* and it “requests interconnection *solely* for  
22 the purpose of originating or terminating its *interexchange* traffic.” *Local*  
23 *Competition Order* at Paragraph 191. BellSouth's practice of charging NuVox

1 access services rates for interconnection does not comport with the FCC's rule.  
2 Under the FCC's rule, a carrier either pays cost-based rates for interconnection or  
3 – if that carrier seeks interconnection only for the purpose of originating or  
4 terminating its own interexchange traffic – it pays access. In short, it is either/or  
5 and not a combination thereof.

6  
7 **Q. HOW HAS BELL SOUTH'S PRACTICE OF CHARGING SPECIAL**  
8 **ACCESS RATES RATHER THAN THE COST BASED RATES**  
9 **INCLUDED IN THE INTERCONNECTION AGREEMENT IMPACTED**  
10 **NUVOX'S BUSINESS?**

11 A. The rates in BellSouth's Special Access Tariff are much higher than the rates  
12 included in the Interconnection Agreement. Accordingly, BellSouth requires  
13 NuVox to pay higher recurring and non-recurring charges for trunking and local  
14 access to its customers provided by BellSouth to NuVox. For instance, the non-  
15 recurring and recurring charges for a DS-1 loop to a NuVox customer within  
16 Density Zone 1 in Attachment Two of the Interconnection Agreement are \$0 and  
17 \$206.19. The non-recurring and recurring rate for a DS-1 in BellSouth's Special  
18 Access Tariff are \$930.00 and \$354.00 respectively. This is a difference of  
19 \$147.81 for the recurring charge and \$930.00– for the non-recurring charge. In  
20 short, BellSouth is requiring CLECS like NuVox to pay higher charges for  
21 interconnection due to the fact that BellSouth has failed to devote the resources to  
22 develop a process whereby it can distinguish interconnection orders from standard  
23 orders for access services.

1     **Q:   WHAT ACTIONS MUST BELL SOUTH BE REQUIRED TO TAKE**  
2           **IMMEDIATELY WITH RESPECT TO THESE PRICING ISSUES?**

3     A:   This Commission should require BellSouth to charge NuVox those cost-based  
4           rates that NuVox and BellSouth negotiated as part of the Interconnection  
5           Agreement. Similarly, BellSouth should be required to develop systems and  
6           processes that can distinguish interconnection orders from access service orders.  
7           Finally, NuVox requests that the Commission order BellSouth to determine the  
8           amounts it has overcharged NuVox for these interconnection services, and issue a  
9           credit or refund reflecting the difference between the incorrect access rates and the  
10          appropriate, negotiated rates.

11  
12    **Q.   PLEASE SUMMARIZE YOUR TESTIMONY.**

13    A.   Until BellSouth reforms its practice of charging access for some, if not all,  
14          interconnection trunks and facilities, it cannot demonstrate compliance with  
15          Checklist Item 1. Moreover, BellSouth's practice of charging access for  
16          interconnection trunks and facilities results in financial hardship for CLECs like  
17          NuVox because it forces CLECS to pay higher rates for interconnection trunks  
18          and facilities. The '96 Act and the FCC rules obligate BellSouth to provide cost-  
19          based (TELRIC) interconnection. BellSouth must demonstrate compliance with  
20          that requirement prior to receiving the Commission's positive recommendation on  
21          Section 271 entry into the interLATA interexchange services market.

1 Q: DOES THIS CONCLUDE YOUR TESTIMONY?

2 A: Yes.

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**DOCKET NO. 2001-209-C**

In the Matter of:                     )  
  )  
Application of BellSouth             )  
Telecommunications, Inc. to Provide )  
In-Region InterLATA Services       )  
Pursuant to Section 271 of the       )  
Telecommunications Act of 1996       )

**SURREBUTTAL TESTIMONY OF**

**JERRY WILLIS**

**On behalf of**

**NuVox Communications**

**July 19, 2001**

1   **Q.    PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE**  
2       **RECORD.**

3   **A.    My name is Jerry Willis. My business address is NuVox Communications, Inc.,**  
4       **301 North Main Street, Greenville, South Carolina 29601.**

5  
6   **Q:    DID YOU PREVIOUSLY FILE TESTIMONY IN THIS PROCEEDING?**

7   **A:    Yes. I filed direct testimony in this Docket on July 9, 2001.**  
8

9   **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

10   **A.    The purpose of my testimony is to respond to the rebuttal testimony filed by**  
11       **BellSouth witness John A. Ruscilli.**  
12

13   **Q:    HAS MR. RUSCILLI ADDRESSED YOUR DIRECT TESTIMONY**  
14       **DEMONSTRATING BELL SOUTH' S FAILURE TO PROVIDE NUVOX**  
15       **WITH TELRIC PRICING FOR INTERCONNECTION?**

16   **A:    No. As I explained in my direct testimony, although BellSouth includes cost-**  
17       **based rates for interconnection in its interconnection agreements, in practice**  
18       **BellSouth bills CLECs switched and special access rates for interconnection**  
19       **trunks and facilities. BellSouth forces NuVox to use the Access Service Request**  
20       **("ASR") process for ordering interconnection trunks and facilities and then**  
21       **refuses to bill NuVox the cost-based rates established by this Commission and**  
22       **contained in the BellSouth/NuVox interconnection agreement.**

1

2       Instead of attempting to refute my contentions, Mr. Ruscilli takes the Commission  
3       on a rambling, tortuous, misleading legal interpretation of the FCC's Local  
4       Competition Order, in order to arrive at one or more conclusions that bear no  
5       discernible relationship to my original arguments.

6

7    **Q:   MR. RUSCILLI MAKES THE STATEMENTS THAT "THE FCC HAS**  
8       **EXPLICITLY HELD, IN PARAGRAPHS BETWEEN 185 AND 190, THAT**  
9       **EXCHANGE ACCESS IS NOT INTEREXCHANGE SERVICE", AND**  
10      **THAT "INTEREXCHANGE SERVICE IS NOT TELEPHONE**  
11      **EXCHANGE SERVICE OR EXCHANGE ACCESS." DO YOU AGREE?**

12   **A:   Mr. Ruscilli has a firm grasp of the obvious. NuVox agrees with both statements.**

13

14   **Q.   MR. RUSCILLI, ON PAGE 18 OF HIS TESTIMONY, GOES ON TO**  
15      **STATE THAT THE FCC CONCLUDED IN THE LOCAL COMPETITION**  
16      **ORDER THAT A REQUESTING CARRIER IS *NOT* ENTITLED TO**  
17      **"COST-BASED" INTERCONNECTION FOR THE TRANSMISSION AND**  
18      **ROUTING OF *BOTH* TELEPHONE EXCHANGE (LOCAL) AND**  
19      **EXCHANGE ACCESS (INTEREXCHANGE) TRAFFIC. DO YOU**  
20      **AGREE?**

21

22   **A.   No. Mr. Ruscilli's interpretation of the FCC's pronouncements in the Local**  
23      **Competition Order obfuscates the simple fact that BellSouth fails to meet**

1        *Checklist Item 1.* His rebuttal to my testimony repeatedly mixes the FCC rules  
2        applicable to local carriers and interexchange carriers, in an attempt to confuse  
3        what is really a very simple issue.

4  
5    **Q:    HAS MR. RUSCILLI PORTRAYED THE FCC ORDER AND HIS**  
6        **INTERPRETATION OF YOUR TESTIMONY ACCURATELY?**

7    **A:**    No. Mr. Ruscilli completely ignores the fact that under the Telecom Act and the  
8        FCC's rules the *only* instance where a requesting carrier is *not* entitled to cost-  
9        based interconnection is where the requesting carrier is *exclusively an IXC* and it  
10       "request[s] interconnection *solely* for the purpose of originating or terminating  
11       *interexchange* traffic." NuVox's interconnection with BellSouth indisputably is  
12       employed for the carriage of local exchange, exchange access, and interexchange  
13       traffic. NuVox is not, and has never been, exclusively an IXC. Therefore, Mr.  
14       Ruscilli's discussion of the rules applicable to "exclusive IXCs" are absolutely  
15       immaterial to the issues I have presented.

16  
17   **Q:    DO BELL SOUTH'S OWN GUIDELINES FOR CLECS CONTRADICT**  
18        **MR. RUSCILLI'S INTERPRETATION OF THE FCC ORDER?**

19   **A:**    Yes. BellSouth's guidelines "Unbundled Dedicated transport – Non-Switched  
20        Combinations, CLEC information Package, Version 6" (attached hereto as Exhibit  
21        JW-1) states on Page 8 under Option 1 that the "CLEC is the end user's only local  
22        service provider, and thus, is providing more than a significant amount of local  
23        exchange service. CLEC can then use the loop-transport combinations that serve



the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic." Thus, BellSouth is not following its own guideline in continuing to charge access rates for interconnection services.

**Q. ON PAGE 19 OF MR. RUSCILLI'S TESTIMONY HE CONTENDS THAT NUVOX IS NOT ENTITLED TO PURCHASE COST-BASED ACCESS FOR ALL OF ITS SERVICES. IS HIS SUPPORT OF THIS POSITION CORRECT?**

**A.** No. Once again, Mr. Ruscilli reverts to discussing IXC rules rather than CLEC rules in an attempt to confuse the Commission. He paraphrases paragraph 190 of the Local Competition Order by stating that the FCC determined "that traditional IXCs are a significant potential new competitor for the local market." NuVox is a CLEC as well as an IXC, and is clearly not a "traditional IXC" to which the FCC addressed that portion of the Local Competition Order. He further states "The FCC stated in paragraph 492 of the Fourth Further Notice of Proposed Rule Making (FNPRM) in CC Docket No. 96-98, "that it had discretion under the Act 'to adopt a limited, transitional plan to address public policy concerns raised by the bypass of access charges via unbundled elements". Mr. Ruscilli takes FCC comments concerning those companies that provide only interexchange services, and tries to apply them to NuVox. Mr. Ruscilli's tiresome mischaracterizations are clearly red herrings, and not once does he address the core issue of my original testimony: *BellSouth is charging NuVox access rates for local interconnection that NuVox is entitled to purchase at cost-based rates.*

1     **Q:   PLEASE CLARIFY WHY NUVOX HAS PURCHASED SERVICES FROM**  
2     **THE BELLSOUTH ACCESS TARIFF.**

3     A:   As I set out in my direct testimony, BellSouth has required NuVox to purchase  
4     these services through the Access Service Request (“ASR”) process, rather than  
5     the Local Service Request (“LSR”) process. BellSouth’s provisioning teams  
6     cannot receive and provision orders under the LSR process within a reasonable  
7     time frame. NuVox’s first priority is to get its customers turned up. Thus, we  
8     have no choice but to choose the method that provides us with reasonable  
9     provisioning intervals, because of BellSouth’s inability to process and provision  
10    services through the LSR process.

11  
12   **Q:   DOES YOUR CONTENTION WITH RESPECT TO CHECKLIST ITEM 1**  
13   **HAVE ANYTHING TO DO WITH THE CONVERSION OF SPECIAL**  
14   **ACCESS CIRCUITS TO ENHANCED EXTENDED LINKS (“EELS”), AS**  
15   **MR. RUSCILLI SUGGESTS ON PAGE 20 OF HIS TESTIMONY?**

16   A:   No. This is just Mr. Ruscilli’s best attempt to divert attention from the issue at  
17   hand – BellSouth’s unlawful practice of charging NuVox special access rates for  
18   interconnection trunks and facilities – to the issue of the conversion of special  
19   access circuits to EELs. This Commission established cost-based rates for  
20   interconnection. It also approved the interconnection agreement between NuVox  
21   and BellSouth that provides that interconnection trunks and facilities will be  
22   provided at those Commission-approved rates.

23

1    **Q:    PLEASE RESPOND TO MR. RUSCILLI'S STATEMENT THAT "NUVOX**  
2       **MAY CONVERT THOSE LINES [ACCESS] THAT MEET THE FCC'S**  
3       **RESTRICTIONS IF IT CHOOSES"**

4    A:    NuVox has been attempting to convert these lines, a process which BellSouth has  
5       only recently shown an ability to effect. In fact, NuVox completed the conversion  
6       of more than 800 lines in July. I would point out that nothing physically changes  
7       on the circuit during the conversion. Only the circuit identification number and  
8       billing rates are changed within BellSouth electronic systems. These lines met the  
9       FCC restrictions for conversion to UNE pricing because they provide "Significant  
10      Local Exchange Traffic" as defined by the FCC.

11

12       It is important to remember, however, that had BellSouth been able to provision  
13      these lines properly in the first place, as is BellSouth's obligation under the Act  
14      and according to the BellSouth/NuVox interconnection agreement, NuVox would  
15      not now be in the position of *having to convert these lines.*

16

17   **Q:    PLEASE RESPOND TO MR. RUSCILLI'S CONTENTION THAT "NO**  
18       **REFUND IS DUE" NUVOX.**

19   A:    Mr. Ruscilli offers no basis to support his rejection of NuVox's claim that a  
20      refund is due. He has not explained BellSouth's failure to provision its  
21      interconnection services to NuVox within a reasonable time. Nor has Mr. Ruscilli  
22      addressed the "between a rock and a hard place" position into which BellSouth  
23      has placed NuVox by making NuVox purchase through the ASR process in order

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21       interconnection services to NuVox within a reasonable time. Nor has Mr. Ruscilli  
22       addressed the "between a rock and a hard place" position into which BellSouth  
23       has placed NuVox by making NuVox purchase through the ASR process in order

1 to provision customers more rapidly. BellSouth cannot be allowed to retain the  
2 excessive access charges it receives from NuVox.

3  
4 **Q: CAN YOU PROVIDE ONE EXAMPLE OF THE EXCESSIVE ACCESS**  
5 **CHARGES THAT NUVOX HAS PAID TO BELL SOUTH?**

6 A: Yes. Attached as Exhibit JW-2 is an excerpt from a BellSouth invoice dated May  
7 21, 2001 that includes recurring charges associated with a digital signal, level  
8 three ("DS-3") circuit from our Greenville switching facility to our Anderson  
9 collocation facility. All the rates set out in this invoice for the DS-3 are access  
10 rates. I have attached a spreadsheet as part of this exhibit that compares the access  
11 charges BellSouth assessed NuVox for this DS-3 with the cost-based UNE rates  
12 we are entitled to be charged. As you can see, BellSouth charged us \$7,321.25 for  
13 the circuit, while we should have paid only \$1,547.97. We overpaid BellSouth  
14 \$5773.34 in one month alone for that single circuit. Based on this overcharge,  
15 over the course of one year alone, BellSouth receives \$69,280.08 in excess  
16 revenue for each DS-3 circuit NuVox purchases from BellSouth. To put the  
17 economic effect of this situation in perspective, NuVox has purchased 62 DS-3  
18 circuits from BellSouth in South Carolina alone.

19  
20 **Q: PLEASE RESPOND TO MR. RUSCILLI'S CONCLUSION REGARDING**  
21 **YOUR TESTIMONY.**

22 A: Mr. Ruscilli makes clear that his interpretation of my initial testimony and his  
23 understanding of NuVox's business are flawed. Mr. Ruscilli states "Mr. Willis'

1 claims, however, that IXCs are entitled to all elements at cost-based rates are  
2 without basis and should be denied." My original testimony does not make this  
3 claim. NuVox's original position is that as a CLEC we are entitled to all elements  
4 at cost-based rates and BellSouth has failed to provide that service. Therefore,  
5 BellSouth has failed to meet *Checklist Item 1*. As I have stated in my direct  
6 testimony, BellSouth must be able to provision and bill effectively and efficiently  
7 its interconnection services to NuVox at the cost-based rates NuVox negotiated  
8 with BellSouth. Further, BellSouth must compensate NuVox for the amounts it  
9 has received in excess of those cost-based rates. Until BellSouth's billing  
10 practices are reformed and such a refund is issued, it is difficult to conceive how  
11 BellSouth could merit a passing grade on Checklist Item 1.

12

13 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

14 **A: Yes.**